

“बिजनेस पोस्ट के अन्तर्गत डाक शुल्क के नगद भुगतान (बिना डाक टिकट) के प्रेषण हेतु अनुमत. क्रमांक जी.2-22-छत्तीसगढ़ गजट / 38 सि. से. भिलाई. दिनांक 30-05-2001.”



पंजीयन क्रमांक
“छत्तीसगढ़/दुर्ग/09/2013-2015.”

छत्तीसगढ़ राजपत्र

(असाधारण)

प्राधिकार से प्रकाशित

क्रमांक 201]

नवा रायपुर, मंगलवार, दिनांक 4 मार्च 2025 — फाल्गुन 13, शक 1946

वाणिज्यिक कर (आबकारी) विभाग

OFFICE OF THE EXCISE COMMISSIONER, CHHATTISGARH, RAIPUR

Gst Bhawan, North Block Sector-19, Nawa Raipur Atal Nagar

E-mail id: excise.comm@cg.nic.in| Contact No.: 0771-2512612

Sr. No. _____

Despatch No. _____

Date: _____

To,

NOTICE INVITING OFFERS FOR REGISTRATION

AND

SUPPLY OF FOREIGN LIQUOR IN THE STATE OF CHHATTISGARH

NO. RATE OFFER/2025-26/ 1034

Nava Raipur Atal Nagar, the 4th March 2025

1. Sealed offers are invited from Person/Firm/Company or Corporation lawfully engaged in manufacturing of IMFL/Malt (hereafter referred to as supplier) for registration and entering into rate contract with the Department of Excise, Chhattisgarh for supply of IMFL/FMFL/Malt for the FY 2025-26 01.04.2025 to 31.03.2026.

2. Offers for FMFL are invited from manufacturers owning a Distillery/Brewery/Blending unit situated outside India. Such offers on behalf of the Foreign Manufacturers may be submitted through a firm/ company registered in India (hereafter referred to as supplier).

3. The last date for receipt of rate offers in the Office of the Excise Commissioner at Raipur (Chhattisgarh) is 19.03.2025 by 17:30 hrs. which shall be opened on 20.03.2025 at 11:00 hrs. The participating firms shall deposit a non-refundable fee of Rs. 59,000/- (50,000 + 18% GST) (Rupees Fifty-Nine Thousand only) towards registration by account payee Bank Draft of any Nationalised Bank/ Scheduled Commercial Bank payable at Raipur in favour of Excise Commissioner.

Application form along with the terms and conditions governing the offers and other documents can be obtained from the office of Excise Commissioner, GST Bhawan, North Block, Sector-19, Nawa Raipur, Atal Nagar, Chhattisgarh on payment of non-refundable fee of Rs. 23,600/- (20,000 + 18% GST) (Rupees Twenty-Three Thousand Six Hundred only) by demand draft of any Nationalised / Scheduled Commercial Bank drawn in favour of Excise Commissioner payable at Raipur.

Sd/-

(R. Shangeetha)
Excise Commissioner
Chhattisgarh

CHECK LIST AND LIST OF DOCUMENTS REQUIRED AND SUBMITTED

This checklist contains certain important parameters only so as to facilitate the suppliers to make sure that the necessary data/information is provided. This, however, doesn't relieve the bidder of his/her responsibility to make sure that his/her offer is otherwise complete in all respect as per this rate offer document.

1. Supplier registration certificate with Excise Department, Chhattisgarh
2. Copy of valid bottling license of FY 2025-26.
3. Rate Offer Document Duly Sealed and Signed.
4. Demand Draft of Registration fee/ Application Fee. (To be Submitted in separate envelopes)
5. Copy of valid legal registration of the firm as applicable. (Certificate of Incorporation/Partnership/Proprietorship)
6. Copy of valid address proof of the supplier as per Annexure A.
7. Copy of PAN Card.
8. Copy of GST Registration Certificate.
9. Copy of valid FSSAI License as per Annexure A.
10. Copy of valid label registration order as approved by the Office of Excise Commissioner, Chhattisgarh.
11. Original Power of Attorney/ Authority letter of authorized signatory.
12. Duly filled, sealed and signed all Annexures A (Application Form),
 B (Certificate of sale /export outside Chhattisgarh),
 C (General Instructions for filling and for submission),
 D (Agreement for Sale of Foreign Liquor.), E (Purchase Order format.)
 F (Pre-Contract Integrity Pact), G (Sample Bottle Specification)
 H [(i)EDP for adjoining States, (ii) EDP for States/UT in case label(s) are not supplied in adjoining States. (iii) EDP for new labels (IMFL/Beer) registered in CG and supplied in at least 05 States/UT], I (Cost sheet),
 J (Affidavit), K (Rate Offer) with necessary enclosures.
13. Annexure H(i), H(ii), H(iii), I & K in USB flash – drive
14. All the documents should be submitted in spiral binding.
15. Pre-bid meeting will be held and that will be separately informed to suppliers.

"TERMS & CONDITIONS" OF RATE OFFER FOR REGISTRATION AND SUPPLY OF IMFL/FMFL/MALT FOR FY 2025-26 (01.04.2025 to 31.03.2026)

1. The offers should be sent in sealed covers superscribed "Rate Offer for registration and supply of IMFL/FMFL/MALT" and addressed to the Excise Commissioner, GST Bhawan, North Block, Sector-19, Nawa Raipur, Atal Nagar, Chhattisgarh so as to reach on or before **19.03.2025 by 17:30 hrs.**
2.
 - (a) Offer shall be accompanied by account payee Bank Draft of any Nationalised Bank/ Scheduled Commercial Bank in the name of Excise Commissioner payable at Raipur of Rs. 59,000/- (50,000 + 18% GST) (Rupees Fifty-Nine Thousand only) as registration fees. Those suppliers who have been registered in the year 2024-25, need not register again.
 - (b) Offers which do not satisfy the conditions laid down in this document are liable to be rejected and security amount will be refunded.
3.
 - (a) The offers shall be made in the enclosed application format. (Annexure 'A') along with all other Annexures filled and duly signed on each page.
 - (b) The interested supplier will also submit the duly signed Terms and Conditions of Rate offer.
 - (c) All the above will form part of Agreement of the offer.
 - (d) Annexure H(i), H(ii), H(iii), I and K should also be submitted in USB Flash drive in Excel Sheet in **Sealed Cover**.
4.
 - (a) Offers of only those brands/labels of IMFL/FMFL and MALT which has been registered/renewed with the Excise Commissioner Chhattisgarh can be quoted. The name of the brand/label once quoted and approved by the department will not be permitted to be altered throughout the financial year.

(b) The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied.

- (i) Name of the Country.
- (ii) Name of the Company.
- (iii) Name of the Brand.
- (iv) Size of the Package.
- (v) Check Digit.
- (vi) Retail Selling Price(RSP).

The above information will be over and above the requirements stipulated in the State Excise label, which may be affixed on the bottles separately.

- (c) Retail Selling Price (RSP) should be printed on the labels of bottles supplied to CSBCL. The RSP will be fixed by the Government of Chhattisgarh after the approval of its landing price. Information regarding the retail sale price calculator shall be shared with the suppliers during the pre-bid meeting.
- (d) The labels printed/pasted on the bottles and cartons should contain all information, whether required mandatorily or otherwise and the particulars of the products printed on the outer cartons should be clear enough to identify the product, batch number and manufacturing date of the product. "Adequate white space should be created on both side of the packing carton for the printing of 1D barcode."
- (e) The price quoted for each label of IMFL/FMFL/MALT shall be per case basis for supply to Godowns of CSBCL, situated within the state of Chhattisgarh.
- (f) The rates of the labels quoted for, shall be in following pack sizes :-
- (i) "A bottle of capacity of less than 191 millilitres but not less than 142 millilitres shall be classed as a nip bottle".
 - (ii) "A bottle of capacity of less than 383 millilitres but not less than 246 millilitres shall be classed as a pint bottle".

- (iii) “A bottle of capacity of less than 767 millilitres but not less than 495 millilitres shall be classed as a quart bottle”.
 - (iv) “A bottle of capacity of 1000 millilitres but not less than 767 millilitres shall be classed as a Magnum bottle”.
 - (v) For Malt the maximum permitted pack size shall be bottles of 650 ml, 500 ml, 355 ml, 325ml, 330 ml, and Cans of 325ml, 330ml and 500ml only.
 - (vi) Pack of below 12 quart bottles in a case shall be allowed only for any foreign liquor having minimum landing price of Rs.8,651/-.
- (g) To ensure use & availability of glass bottle for foreign liquor as an institutional measure, the Suppliers shall provide at least 25% of their supply of glass bottles to the retailers in new glass bottles (for only lowest duty slab). Glass bottles of IMFL of lowest duty slab shall comply the specifications provided under Annexure-G. The In-charge Excise Officer will verify use and stock of new empty glass bottles and will report to Excise Commissioner Office by 7th day of succeeding month.
- (h) In case, the registered supplier whose rate offer for various labels have been approved by the department but have not supplied any particular label in the FY 2024-25, that particular label shall be debarred from the rate offer process for the upcoming financial year 2025-26. IMFL/FMFL of landing price above Rs 8,651/- and malt shall be exempted from the above.

5. LANDING PRICE

- (a) The Supplier of IMFL/FMFL/Malt who has been registered with Excise Commissioner Office, may submit the offer of Landing price with Ex-Distillery Price (EDP)/Ex-Factory Price (EFP) for those products, which they want to sell in Chhattisgarh, in the prescribed format (Annexure 'A').

- (b) The supplier shall quote the rates for such label(s) which are registered/ renewed with the Excise Commissioner, Chhattisgarh as on the date of submission of offer.
- (c) The supplier shall quote the Landing price for their products. They shall also mention Ex-Distillery price (EDP)/Ex-Factory Price (EFP) of their product, which they have quoted in adjoining States of Chhattisgarh (Annexure "H"(i)). The cost incurred on each product to be annexed in Annexure "I"(Part –A/B/C as applicable), duly attested by Cost Accountant/Chartered Accountant in the declaration.
- (d) The Ex-Distillery Price (EDP)/ Ex-Factory Price (EFP) quoted for any label as approved by Excise Commissioner of Chhattisgarh, should be lowest of the Ex-Distillery Price approved in adjoining States. An affidavit in this regard is required to be submitted by the supplier in (Annexure "J"). In case the rate offer in adjoining state/states have not been finalised, then it would be the responsibility of the supplier to ensure that the rate offer quoted for Chhattisgarh, shall be lowest. Not following the above, the Fall clause shall be applicable. The information regarding the rates offered in such states shall be provided by the supplier as soon as rates are approved in those states.
- (e) In case the brands/ label are not offered by supplier in the adjoining States of Chhattisgarh, then the supplier(s) shall mention Ex-Distillery price(EDP)/Ex-Factory Price (EFP) of their product(s) approved for other States throughout India (Annexure H(ii)). The Ex-Distillery Price (EDP)/ Ex-Factory Price (EFP) quoted for such label(s) for Chhattisgarh should be lowest of the Ex-Distillery Price approved in other States throughout India. An affidavit in this regard is required to be submitted by the supplier in (Annexure "J"). If the above clause is not adhered, then the Fall clause shall be applicable. The supplier shall be responsible to provide the information

regarding the rates offered in such states as soon as the rates are approved in those states.

- (f) In case of new label(s) registered in the state of Chhattisgarh during the FY 2025-26, the supplier shall furnish certificate from competent authority that the label is supplied in atleast 05 States/UTs(Union Territory) in India along with EDP/EFP (Annexure H(iii)). If it is not supplied in atleast 05 States/UTs, the landing price of such label(s) shall not be approved. The Ex-Distillery Price (EDP)/ Ex-Factory Price (EFP) quoted for such new label(s) for Chhattisgarh should be lowest of the Ex-Distillery Price approved in all the States/UTs throughout India.

The provision of supply of any foreign liquor in at-least 5 states shall not be applicable for any BIO product, as well as any IMFL product having the landing price of Rs.8,651/- and above.

Any new label proposed by a newly established industry that has not completed three years as on 01-04-2025 shall be exempted from the compulsion of supply in at-least 5 states.

- (g) **Fall clause:** If at any point of time the supplier quotes lower EDP in any of the adjoining States (as per clause 5(d) of Terms and Conditions) or other States (as per clause 5(e) of terms and conditions), the lowest EDP will be considered the EDP for Chhattisgarh and the difference will be treated as revenue of the Government and which shall be collected and deposited by CSBCL, in the Government exchequer.
- (h) The landing price quoted should be F.O.R (Freight on Receipt) CSBCL Godowns inclusive of all expenses (like loading/ unloading charges, freight charges, transit insurance, countervailing duty/excise duty whichever applicable as per Government notification/any other duty, payable in advance and applicable taxes levied or leviable by the Central and State Government except import duty and excise duty on FMFL which shall be paid directly

to the credit of Central/State Government according to Rule 10 (1) of Chhattisgarh Foreign Liquor Rules 1996. The supplier has to incur all the expenditure till the stock is delivered at the prescribed depots of the CSBCL as specified in the purchase order. The prices (F.O.R.) quoted should be rounded off to the nearest rupee. The location of CSBCL Godowns in Chhattisgarh are as follows:

- (i) Siltara, Raipur (C.G.);
- (ii) Sirgitti, Bilaspur (C.G.); and
- (iii) Arasnara, Durg (C.G.)

Number of CSBCL Godowns are subject to change

- (i) In case the duty rates are increased or decreased by the Government at any time, new landing prices as well as Retail Selling prices would be calculated on the basis of new duty/fees, which shall be acceptable to the supplier(s)
- (j) (1) If any supplier supplying the product from outside the state intends to change the source of supply outside the State of Chhattisgarh, without the change in approved landing price, the same can be done after the approval of Excise Commissioner.

However, if a supplier supplying the product from outside the state of Chhattisgarh, intends to supply from any source inside the state of Chhattisgarh, he shall bear all the amount applied on it by the excise Department so as to avoid any loss of revenue in the context.

(2) Similarly, for manufacturers or suppliers within Chhattisgarh, the quoted rate shall remain consistent across all supply units within the state.

The above options shall be available only for once in the financial year.

(3) Once the rate is approved by the government, no variation in the rate will be permitted based on the source of supply.

- (k) The suppliers quoting the rate for all pack sizes, i.e., quart, pint, nip and magnum, shall ensure that the landing prices for all pack sizes fall under a single duty slab.
6. The Documents and copy of conditions governing the offer shall be signed on each page by the Chief Executive Officer of the Supplier or by the Power of Attorney holder/ Authorized Signatory and shall bear the seal of the unit. The name and address of the signatory should be clearly mentioned against each such signature. Resolution regarding the authorized signatory/ power of attorney holder from the competent body should be annexed. Any Authorized Signatory for one manufacturer/supplier shall not be the Authorized Signatory for any other manufacturer/supplier.
7. Once the prices of any of the labels are accepted by the department and the acceptance of the rates is communicated by the department in writing to the suppliers, it will constitute a rate contract. The rates once approved cannot be altered/ withdrawn within the financial year. The rates of brand(s)/ label(s) of newly registered Manufacturer/Supplier or the rates of new registered brand(s)/label(s) during the Financial year may be presented before the Excise Commissioner, which shall be approved **on quarterly basis**. The suppliers will be liable to supply as much quantity of each brands/labels of different pack sizes as and when required by CSBCL, at the approved rates. In case of approval of the Purchase Order by CSBCL and non-supply of such labels within the given time frame, CSBCL shall report to Excise commissioner, who may take such action as it deems fit including recovery of any direct/ indirect loss that may be suffered by Department/CSBCL and Department /CSBCL will have right to recover the loss through forfeiture of security held with it or otherwise.
8. The quantity to be purchased from each supplier shall depend upon the demand for the product.

9. (a) On receipt of the offers and their scrutiny by the department, it shall be open to the Department to enter into negotiation with the supplier.
(b) The Chief executive Officer/Authorized Representative/ Power of Attorney holder of the Company shall represent at the time of negotiations.
10. Any offer which does not satisfy the condition or is received without true and correct information either in terms; documents or in the data sheet and schedules shall be rejected.
11. The decision of the Government of Chhattisgarh shall be final with respect to: -
 - (a) Acceptance or rejection of any or all the offers without assigning any reason. The Supplier will have the right to file representation against said rejection within 30 days from the date of intimation of rejection before the Excise Commissioner. Representation received after said period will not be entertained.
 - (b) To select the Distillery/Brewery/Bottling Unit and brands/labels out of those offered.
 - (c) Fixation of landing prices, payments, and the terms of supply for the offered labels.
12. **Quality of liquor supplied**
 - (a) The quality of IMFL/FMFL/Malt to be supplied should be of standards as fixed under Food Safety and Standards Authority of India (FSSAI) Act. Copy of license should be attached. It shall also conform to the specifications mentioned in the label approved as well as provisions of Chhattisgarh Excise Act and Rules made there under in.

- (b) The chemical examination certificate and a certificate showing that ENA has been used in production should be sent to CSBCL against each dispatch of foreign liquor.
- (c) For IMFL such chemical examination certificate should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the State Government and ENA certificate by the Chief Executive of the distillery authenticated by Excise Authority.
- (d) Chemical examination certificates of Malt should be authenticated by the Chemist/Brew Master of the brewery duly authenticated by the Excise Authority of the brewery.
- (e) Those consignments which arrive without the specified chemical examination certificate shall not be accepted at the depot of the Chhattisgarh State Beverages Corporation Limited (CSBCL).
- (f) CSBCL shall have the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by CSBCL for such chemical examination/verification will have to be borne by the supplier.
- (g) Ensuring the quality of the products as per the standards and the quality specifications will be the sole responsibility of the respective supplier.

13. That all the condition for supplies/payment or other wise of IMFL/FMFL/Malt shall be in accordance with agreement of sale enclosed in Annexure- "D" of this document.

14. Once landing price is offered and is accepted by the department, the supplier shall be liable to make uninterrupted supply of that brand/label. If the supplier intends to discontinue supply of any approved brand/label, the same has to be intimated to the Department atleast 60 days in advance. Any failure in this regard will entitle the Department to blacklist the supplier and forfeit the security amount.

15. Slow moving stock

- (a) In the event where the CSBCL is unable to re-sale 25% or more of the said Stock, within a period of 180 days, then such Stock {barring any foreign liquor having landing price of ₹8,651 and above.} will be treated as non-moving/slow moving stock and CSBCL will direct the supplier to take back the unsold portion of such Stock from the Depot of CSBCL. The entire expenditure for taking back such Stock shall be borne by the supplier. In such event no purchase of such Stock has been made by CSBCL and no right of sale shall accrue to the supplier for such unsold Stock.
- (b) In the situation wherein the supplier does not take back the delivery of the stock within a period of 30 days from the date of communication to take back the Stock, CSBCL shall be at liberty to destroy such unsold Stock after the approval of Excise Commissioner. CSBCL shall not be liable to pay for such Stock as may be destroyed or disposed off in terms of the provision of this paragraph.
- (c) CVD paid on surplus or slow-moving stock shall not be refunded in any case by the Department.

16. Demurrages:

In case the products purchased by CSMCL shops remain unsold for more than 180 days it will be declared as surplus and demurrage charge per bottle shall be imposed.

- (a) In case of Malt, on the date of expiry, the demurrage charge equivalent to the RSP shall be levied and the Malt shall be destroyed by CSMCL through the process determined by Excise Department. The charge incurred on destruction by CSMCL may be recovered from the bills/Security deposit of the supplier concerned.
- (b) For the products blended and bottled in India a demurrage charge @50% of RSP shall be charged after 180 days of its purchase at once and shall be recovered @ 25% of total demurrage charge levied in four consecutive months.

- (c) Demurrage charge shall not be leviable on the products Blended and Bottled outside India, Blended outside India but Bottled in India & any foreign liquor having landing price of ₹8,651 and above.
- (d) At the end of the agreement period the entire demurrage charge levied/leviable shall be recovered from the bills/security deposit deposited by the supplier.
- (e) Malt could be supplied from the CSBCL Godowns to shops up to 30 days prior to expiry date. Stock remaining after expiry period at CSBCL Godowns will be destroyed by the order and as per the process determined by Excise Commissioner.
- (f) The demurrage charge levied on spirit and malt {as per clause 16 (b)} in **retail liquor shops** will be chargeable to the supplier and the placement agency. For Spirit and Malt 25% of the applicable demurrage charge will be borne by the placement agency and rest 75% by the supplier.

17. CSBCL Godown Breakage

All damages and breakage of the Stock supplied to CSBCL on account of defective and improper packing or on account of any manufacturing defect in the contents or handling at Godown or any other reason making the stock unable to be supplied shall be to the account of the supplier.

- 18. The difference of CVD/ Excise duty, whichever applicable, at the end of Financial year, shall be payable by the supplier in the State Government account.
- 19. In case there is any increase in the rate of Excise duty/ CVD, the enhanced/differential Excise duty shall be realized from the supplier(s).
In case there is any reduction in the rate of Excise duty/ CVD, the differential Excise Duty/ CVD will not be refunded to the supplier.
- 20. The currency of the contract and the terms & conditions spelt out therein shall be subject to the Chhattisgarh Excise Laws/Custom Act (in case of FMFL) and any law in force and policies of the Union and State Govt. from time to time.

21. In case of indented stock not being fit for issue to the shops and the loss of duty condition arises, then such loss of duty shall be charged from the supplier.
22. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in Annexure- "D" of the document.
23. The sealed offers shall be opened by the Excise Commissioner or by any other officer(s) of the department authorized by Excise Commissioner at **11:00 hrs. on 20.03.2025** at the Excise Commissioner office, GST Bhavan, Nava Raiur.
24. The State Government shall have the right to extend the period of contract up to 12 months on the same approved rates with same terms and conditions and all the suppliers/manufacturers shall be bound to supply liquor under such rates & terms and conditions. Thereafter, the rate offer could be extendable for such period not exceeding 12 months with the consent of both the parties on the same terms and conditions and all the foreign liquor supplier/manufacture shall be bound to continue supply during the extended period.
25. **Disposal of stock at CSBCL godowns:-** If any supplier/manufacture, whose Rate Offer have been approved by the Excise Commissioner, for any financial year, does not participate in the Rate Offer of the next year, then the residual stock at the godowns of CSBCL shall be taken back by the supplier/manufacture within period of 02 months from the start of the financial year or otherwise any other date as specified in the rate offer or specified by MD (CSBCL). If such order is not complied, then the balance stock shall be destroyed as per the norms and procedure and the supplier/manufacture would not claim any amount regarding to it. The CVD/Excise Duty regarding the stock taken back/destroyed shall not be refundable.
26. **Assignment**
The contract is not assignable on either side.

Application Form

(To be typed on Letter Head / in duplicate)

1. Name, address, Telephone / Fax Nos. etc. of the Manufacturer/Supplier.
2. Address for correspondence, Telephone / E-Mail / Fax Nos. etc. of the Manufacturer/Suppliers.
3. (a) Name, Address and Telephone / E-Mail / Fax number etc. of the Chief Executive Officer of the Manufacturer/Supplier.

(c) Name, Address and Telephone / E-Mail / Fax numbers of the Managing Director / Chief Executive of the Company / Firm.
4. (a) Name, Address and Telephone /E-Mail / Fax numbers of the Chief Executive Officer of the company authorized to interact with the department.

(b) Name, Address and Telephone /E-Mail / Fax numbers of the Power of Attorney holder if any.

(c) Name, Address and Telephone /E-Mail / Fax numbers of the Board of Directors / Partners / Trustees of Company / Firm / Society.

(d) Name, Address and Telephone /E-Mail / Fax numbers of the Authorized signatory.
5. Type of manufacturing Unit
 - (a) Distillery
 - (b) Brewery
 - (c) Bottling Unit
 - (d) Leased bottling unit
 - (e) Others

6. Ownership of the Unit (attach relevant document)
 - (a) Proprietor
 - (b) Partnership
 - (c) Public Ltd.
 - (d) Private Ltd.
 - (e) Co-operative Society
 - (f) Others
7.
 - (a) Permanent Account Number (copy of PAN Card)
 - (b) TIN Number (copy of TIN)
 - (c) GST Number (copy of GST)
 - (d) FSSAI License number along with copy.
8. Total production/supply capacity of manufacturer/supplier in a year.
 - (b) In bulk litres
 - (c) In cases
9. Whether supplying to neighbouring States of Chhattisgarh.
 - (a) Yes
 - (b) No

If yes, specify details of supply rates of FMFL/IMFL/Malt, label and pack size in separate enclosure {Annexure H (i)}.

If no, specify details of supply rates all over India of FMFL/IMFL/Malt, label and pack size in separate enclosure {Annexure H (ii)}.
10. Whether Supplying to Canteen stores department/Armed Forces / Army purchase organization.
 - (a) Yes
 - (b) No

Specify details of FMFL/IMFL/Malt, label and pack size sold in separate enclosure.

11. No. of cases that can be supplied to Chhattisgarh in a month.

- (a) FMFL
- (b) IMFL
- (c) BEER

Specify details of FMFL/IMFL/Beer, label and pack size that can be sold in separate enclosure.

12. Whether holding a FL 9(a) license in the state of Chhattisgarh:

- (a) Yes
- (b) No

If Yes, Details of the unit.

13. Whether the manufacturing Distillery / Brewery / Bottling Unit possesses FSSAI license issued by the State Government? In case of FMFL/IMFL/Malt whether food safety & security license issued by the country/state where the unit is located?

If yes, enclose photocopy of license and confirm:-

- (a) Number and date of issue of the license.
- (b) Date of expiry of the license.
- (c) Whether the certified copy of the license is enclosed.
 - (i) Yes
 - (ii) No

14. Details of authorized local representatives.

Sl.	Name of the Authorised Representative	Address	Telephone/ Mobile No.	e- mail

15. List of Brand/labels quoted and supply FOR (Freight on Receipt) rates submitted in Annexure-K in separate envelope as well as in flash Drive – USB.

I declare that the information furnished above is true and correct.

Signature of Chief Executive
Officer/ Power of Attorney
holder/ Authorized signatory

Place :

Name :

Date :

Seal

Designation :

Address :

NB :

1. All details sought should be given in specified format only. Wherever it is specially stated to keep enclosures, the same has to be separately attached.
2. All the columns should be filled. No column should be left blank.
3. The application form is to be filled in duplicate and both the copies should be authenticated by the Chief Executive Officer/ Power of Attorney holder/ Authorized signatory duly signed on each page.
4. Incomplete application is liable to be rejected.

ANNEXURE B

Certified that we sold/ exported.....
cases of foreign liquor outside the State of.....(name of the
manufacturing state) during the financial year (up to March 2025)
..... details of which are given below:

S.No.	Brand/Label	States to which supplied	Quantity (in Cases)
1	2	3	4

For

Name of Distillery

Sd/-

Authorised Signatory /

Officer In-charge
of

Chief Executive

Distillery/ Bottling Unit

ANNEXURE-C**GENERAL INSTRUCTION FOR FILLING AND FOR SUBMISSION OF
RATE OFFER**

1. The offer condition should be signed (in all pages) by the Chief Executive Officer/ Power of Attorney holder/ Authorized signatory and shall bear the seal of the supplier.
2. The Application Form should be typed in duplicate in the letter head of supplier, should be signed on every page (including annexure, if any) by the Chief Executive Officer/ Power of Attorney holder/ Authorized signatory and shall bear the seal of supplier.
3. For the Financial year i.e. 2025-26 proposed security deposit is Rs. 1,00,000/-(Rupees One Lakh only) per label. A demand draft drawn in favour of Excise Commissioner, Chhattisgarh payable at Raipur (Chhattisgarh) towards security deposit should be enclosed. The security deposit submitted for the labels in the year 2024-25 and not forfeited, need not be furnished again (Copy of DD to be enclosed).
4. Attach enclosure wherever found necessary.
5. The offer documents indicated (1) (2) and Demand Draft as per (3) above should be sent in sealed cover superscribed "Offer for registration and supply of FMFL/IMFL/Malt for the state of Chhattisgarh for the financial year 2025-26 (01.04.2025 to 31.03.2026)" and addressed to the Excise Commissioner, GST Bhawan, North Block, Sector-19, Nawa Raipur, Atal Nagar, Chhattisgarh up to 17:30 hrs. on 19.03.2025. The envelope should contain Annexure A to K (except Annexure H(i), H(ii), H(iii), I & K) in one envelope (envelope "A") and Annexure H(i), H(ii), H(iii), I & K in another envelope (envelope "B"). The envelope "B" shall be opened only when the information in envelope "A" are complete and correct.
6. Late and unsealed offers will not be accepted under any circumstance.

7. Only offers submitted by the Chief Executive Officer/ Power of Attorney holder/ Authorized signatory would be accepted.
8. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer. In case the offer is submitted by an Authorized signatory, the original authority letter is to be submitted.
9. Incomplete application is liable to be rejected.

ANNEXURE- D**AGREEMENT FOR SALE OF FOREIGN LIQUOR**

This Agreement for Sale of Foreign Liquor (herein after referred to as "the Agreement") made and entered into this ----- day of **2025**.

BETWEEN

The **Excise Commissioner Chhattisgarh GST Bhavan Nawa Raipur Chhattisgarh** which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part,

AND

_____ having

its office at

(herein after referred to as "the Supplier") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of Second Part.

The Excise Commissioner and the Supplier are hereinafter jointly referred to as "the Parties" and individually as "the Party".

WHEREAS

The above Parties have agreed to enter into this Agreement for Supply of Foreign Liquor and to lay down the obligations and responsibilities of the Supplier in relation to the supply here to, set out here under the terms of the Agreement and both shall sincerely abide by the terms of this Agreement.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS
FOLLOWS: -**

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following words and expressions shall have the same meaning as assigned to them hereunder;
2. **'Agreement'** means this Agreement for Sale entered into between the Excise Commissioner and the Supplier for the sale of Foreign Liquor;
- 1.2 **'Labels'** means the different types of Whisky, Brandy, Rum, Gin, Vodka, Wine and Malt manufactured/supplied by the Supplier and now in different names in the market and approved by the Excise Commissioner, State of Chhattisgarh.
- 1.3 **'Supplier'** means Person(s)/ Firm/ Company/ Corporation engaged in manufacturing of IMFL/Malt. In case of FMFL, Firm/ Company registered in India submitting rate offer on behalf of manufacturers owning a Distillery/Brewery/Blending unit situated outside India.
- 1.4 **CSBCL** means Chhattisgarh State Beverages Corporation Limited.
- 1.5 **CSMCL** means Chhattisgarh State Marketing Corporation Limited
- 1.6 **'Case'** means 6,9,12 Nos. of 1000 ml, 3,6,12 Nos. of 750 ml, 6, 12 Nos. of 700 ml, 12 Nos. of 500ml, 24 Nos. of 375 ml, 24 Nos. of 330 ml, 24 Nos. of 275 ml and 48 Nos. of 180 ml of Sprit and 12, 20 Nos. of 650 ml, 24 Nos. of 325/330/355ml/500ml/325ml can, 330ml can, 500ml can of malt.
- 1.7 **'Delivery'** means the delivery of Stock made by the Supplier at the Godowns of CSBCL.
- 1.8 **'Destination'** means the Godown of CSBCL where the Stock is to be supplied or other location within the State of Chhattisgarh, as may be specified in the Purchase Order for the supply of the Stock.

- 1.9 **'Offer Price'** means the price quoted by the Supplier for the sale of the Stock in terms of the rate offer invited by the Excise Commissioner and includes all expenses of manufacture, packaging, freight, insurance and taxes, import duty (except of FMFL) and excise duty which shall be directly paid by supplier/Licensee to the Central/State Excise Department in accordance with Rule 10 of Foreign Liquor Rules' 1996.
- 1.10 **'Purchase Order'** means the order for purchase of Stock drawn by CSBCL on the Supplier for the supply of the Stock of the description contained in the order at the destination specified in the order;
- 1.11 **'Stock'** means the Stock of foreign liquor stored by the Supplier at the godowns of CSBCL

2. **POINT OF SALE.**

- 2.1 The Parties agree that the sale of Stock of the Indian Made Foreign Liquor and Foreign Made Foreign Liquor supplied by the Supplier at the destination specified by the Excise Commissioner in terms of the Agreement shall take place only when the Excise Commissioner has accepted the supply of stock but the risk & property in stock shall pass as per clause 2.3 mentioned below.
- 2.2 The Parties further agree that the Supplier shall not raise/cause to be instituted / enforce any claim under this Agreement on the CSBCL to pay the sale Price unless the CSBCL has made the re-sale of such Stock to retailer.
- 2.3 The Parties further agree that till the re-sale is made by CSBCL to the retailers in terms of the provisions of this agreement though the risk and property in the Stock lies with the CSBCL, any Godown breakages on account of provisions specified in Clause 3.10, shall vest with the Supplier.

3. CONDITIONS FOR PURCHASE BY THE CSBCL:

The following shall be the conditions for the purchase of foreign liquor under this Agreement.

A. Price applicable for sale

- 3.1 The purchase shall be made upon the Price fixed by the Government and agreed to by the Supplier. No deviation from the Price would be permitted during the currency of this Agreement. In case the duty rates are increased or decreased by the Government, on the basis of landing price provided by the suppliers, the Ex-Distillery Price (EDP)/ Ex-Factory Price (EFP) and other expenses (apart from duty and fees) would be unchanged, and the new landing price would be calculated on the basis of new duty/fees, which shall be acceptable to the supplier.
- 3.2 The Price fixed under this Agreement shall be on FOR (Freight on Receipt) destination basis and shall be deemed to be inclusive of all expenses of manufacture, packing and forwarding charges, freight and insurance etc. Import duty on FMFL shall be directly paid by supplier to the Central/State Excise Department as applicable.
- 3.3 The Supplier shall incur all the expenditure incurred for the delivery of the Stock at the destination. These expenses shall include the unloading charges of the Stock at the destination.
- 3.4 The Price determined under this Agreement shall be applied uniformly irrespective of the location of the destination within the State of Chhattisgarh.

- 3.5 The determination of the Price for the purposes of this Agreement shall be only for the brands of liquor owned / manufactured/ supplied (in case of FMFL) by the Supplier and for which the labels are approved by the Excise Commissioner, Chhattisgarh as on the date of entering into the Agreement.
- 3.6 The Stock shall be dispatched to CSBCL Godowns under valid Import pass (In case transaction interstate) and transport permit issued in the name of the Supplier by the competent authority.
- 3.7 In case where the Supplier is located outside the territorial limits of the State of Chhattisgarh, the following shall also apply :-
The Supplier shall be liable for the payment of statutory levies and taxes to the Government of Chhattisgarh on the import of foreign liquor into the State, at the prevailing rates.

B. Security Deposit

- 3.8 The supplier has to submit security deposit for each label of Spirit/Beer of Rs. 1,00,000 (Rupees One Lakh only), which shall be paid by bank draft from any Nationalized bank/ Scheduled Commercial Bank drawn in favour of Excise Commissioner, Chhattisgarh payable at Raipur. Security deposit shall not be accepted in any other form. If demanded, the above amount shall be refundable only after completion of all the auditing of the concerned year. The Security deposit for the labels submitted for the year 2024-25 and not forfeited, need not be furnished again.

C. Packing of Stock

- 3.9 The Supplier shall ensure that the Stock supplied is adequately and properly packed to prevent any loss, damage or deterioration of the contents during transit. Any loss incurred during the transit has to be borne by the supplier.
- 3.10 All damages and breakage of the Stock supplied to CSBCL on account of defective and improper packing or on account of any manufacturing defect in the contents or on account of handling at Godown shall be to the account of the Supplier.

D. CSBCL Mark-up

- 3.11 For the sake of disclosure and to maintain transparency, the approved landing price with CVD at which purchases will be made will be further marked up by 1 % on the landing price with CVD per case for resale to retail licensees for meeting the Establishment and Administrative overheads of CSBCL.

E. Supply

- 3.12 The CSBCL is entitled to refuse to take delivery of the stock if the same is not found in accordance with the provisions of any law which is in force for the time being or it is found that the delivery of stock is in violation of any enactment including payment of duties and fees etc. prescribed in the law.
- 3.13 The supplier shall affix at his/ its own cost, Excise adhesive label (EAL) as prescribed by the Excise Commissioner, Chhattisgarh, Raipur on each bottle of FMFL/IMFL/Malt. The Excise adhesive label (EAL) are to be supplied by the office of Excise Commissioner, Raipur at the rate fixed by the Excise

Commissioner. In case of damage of EAL at CSBCL godowns, during the storage, the EALs may be replaced as per the permissions of Excise Commissioner and re-packaging has to be done by the supplier. The disposal of the damaged EALs shall be done as per instructions & process defined by Excise Commissioner.

- 3.14 CSBCL shall issue Purchase order for supplies based on the stock requirement of individual Godowns after duly considering the quantity held and the monthly sales trend of stock of supplier. The Purchase order would specifically contain name of brands, detail of packing, due date and quantity of stock to be delivered at individual Godown. The Purchase Order shall be valid for a period of 30 days from the date of approval by MD, CSBCL. Supplier has to abide by the due date mentioned in the Purchase order. Delivery of stock beyond due date will be liable for rejection by CSBCL. The due date of delivery may be extended by CSBCL, provided reasonable cause to that effect is asserted by supplier.

F. Dispatch Advice

- 3.15 It shall be the obligation of the Supplier to communicate the following particulars to the designated Godown in-charge officer within 24 hours from the date of dispatch of the Stock;
- (a) Purchase Order No. and Date.
 - (b) No. of Cases dispatched and mode of dispatch.
 - (c) Other relevant particulars necessary to ensure delivery of Stock at the destination.

- (d) Fill all required detail of dispatch note online in **CSBCL** Portal (**csbc.cg.gov.in**) and then only the consignment vehicle will be received and will get unloaded.
- (e) Attach the dispatch note as mentioned in (d) above, along with invoice.

G. Delivery Schedule

- 3.16 The Supplier shall be responsible to ensure that the supply of the purchased Stock is made as per the delivery schedule indicated in the Purchase Order placed for the supply.
- 3.17 The Stock should be delivered during the working hours of the day and on working days only, at the specified destination.
- 3.18 In case the address of the destination specified in the Purchase Order is changed, subsequently, the same shall be informed to the Supplier. The Supplier shall be responsible to deliver the Stock at such changed destination. CSBCL shall not be responsible for payment of any expenditure incurred by the Supplier on account of this subsequent change of destination.
- 3.19 The Supplier shall have the sole responsibility for any legal and financial implications arising out of delay in reaching of the stock at the destination specified by CSBCL or deviation from the terms and conditions of the Import Permit/Transport Permit issued by the Competent Authority to the Supplier. However, in

case of subsequent change of destination, Department of Excise shall provide sufficient additional time to permit delivery of the Stock.

3.20 The Supplier shall also ensure the following at his risk and responsibility:-

3.20.1 That the consignment travels exactly along the route prescribed in the Import Permit/Transport Permit by Excise Department and that there is no deviation there from. CG Excise Department/CSBCL shall not be responsible for any consequences upon the default of the Supplier in this regard and delays if any in the unloading of the Stock at the specified destination.

3.20.2 In the event, that the Supplier is unable to dispatch the Stock sufficiently in advance of expiry of the Import Permit/Transport Permit, he shall report the matter to the Managing Director CSBCL/Godown In-charge/ Excise Officer of the concerned district so as to reach him at least four days before the expiry of the Import Permit/Transport Permit along with the permit in original and Certificate of non-utilization issued by the Excise Supervisory Officer in-charge of the supplier's unit explaining the reasons for such delay. The Supplier may thereupon seek extension of validity of the Permit as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above shall be rejected summarily.

- 3.20.3 That all laws, Rules, Regulations and instructions including in particular the provisions of Chhattisgarh Excise Act 1915 and Rules made there under are complied with. The Supplier shall indemnify the CSBCL against any eventuality of any expenditure incurred by the CSBCL on account of any violation of laws, rules & regulations and instructions or accident caused to the Stock in transit.
- 3.20.4 That all adequate arrangements have been made for transport and delivery of consignment at the specified destination.
- 3.20.5 In case the stocks for more than one destination (Godowns) are sent in a single vehicle then the liabilities and procedures defined by the Excise Department has to be adhered to, by the supplier.
- 3.20.6 That in case of any accidents enroute, the Supplier shall;
- (a) Immediately lodge a complaint before the police station, having jurisdiction;
 - (b) Inform the Excise official, having jurisdiction, and the Godown in-charge officer of the destination specified for delivery, about the accident, without any delay, through the quickest mode of communication; and
 - (c) Procure all relevant documents for proof of the accident, in case revalidation permits or any other legal formalities have to be complied with.

H. Purchase Quantities and destination

- 3.21 CSBCL shall be under no obligation to buy any specified minimum quantities of any brand of foreign liquor from the Supplier during the period of currency of the Agreement. The quantity to be bought from time to time shall be informed by CSBCL in due course.
- 3.22 CSBCL ordinarily intends to place Purchase Orders based upon the demand placed by the supplier, actual sales of the previous month and ensure a stock of liquor equal to 15 days sale at the Godown. However no right or claim shall accrue to the Supplier to get Purchase Orders from the CSBCL on the basis of such figures of sales of the previous month.
- 3.23 CSBCL shall have the right to specify any place within the State of Chhattisgarh as the destination of the Stock to be supplied. Such right to specify the destination shall include the right to re-specify another destination for delivery during the transit of such Stock or after the delivery of the Stock has been taken by CSBCL.
- 3.24 In the event the delivery of the Stock has been taken by CSBCL but payment for such Stock has not been made and CSBCL decides to shift the Stock from the place of storage to another, such shifting of Stock shall be made by the Supplier in terms of the instructions issued by CSBCL to that effect. The Supplier shall bear the risk and expenses for such re-delivery of the Stock.

I. Quality & Condition of Stock

- A. Beer/ Low Alcoholic Beverages when supplied shall be within 60 days of manufacture.
- B. FMFL/IMFL shall be supplied in clean pasteurized glass bottles only. Beer shall be supplied in clean pasteurized glass bottles or Can only.
- C. FMFL/IMFL/Malt shall be clear liquids free from sediments and other particles.
- D. The FMFL/IMFL/Malt shall be free from harmful ingredients.
- E. The FMFL/IMFL/Malt shall be free of added colouring material except caramel. Rum without colouring material shall be called White Rum & Gin shall be clear and free from added colour and shall not develop any turgidity on being diluted with water.
- F. All kinds of FMFL/IMFL/Malt shall possess their characteristic aroma, flavour and taste.
- G. Rum and Whiskies, when labelled as "Matured" shall be blend of spirits matured for not less than 6 months in suitable containers.
- H. Malt/Low Alcoholic Beverages will only be issued to retailers up to 30 days prior to its expiry date.
- I. The Supply of FMFL/IMFL/Malt shall be done by following "Track & Trace" System.
- J. The supplier shall supply its product by the vehicle installed with "GPS tracker device" and "Digi Locker" as prescribed by Excise Commissioner.

J. PASTEURIZATION.

Bottled or canned Beer shall be effectively pasteurized. The quality of the FMFL/IMFL/Malt shall not fall below the standards specified by the Bureau of Standards, Government of India. The Chemical Examination Certificate shall always be sent to CSBCL with dispatch of each batch and consignment. Such Chemical Examination Certificate shall be duly authenticated by Examiner/Authority recognized in the State of Chhattisgarh. CSBCL shall have the right of periodical chemical examination for verification of standards. If it is found during such examination that the stock supplied do not conform to the prescribed standard, CSBCL will not be liable to make any payment to the supplier in respect of such stocks. Further, the supplier shall comply with the orders passed by the competent authority in respect of supply, which are found to be below prescribed standard. The supplier shall indemnify CSBCL for all losses or damages sustained by the CSBCL for the FMFL/IMFL/Malt not conforming to the standards and the subsequent supply of the goods to the retailers and other under the laws of Chhattisgarh Excise Act 1915. CSBCL shall have the right not to place any purchase order with such supplier.

Excise Department/CSBCL/CSMCL shall have the right to test the quality of FMFL/IMFL/Malt in its laboratory or any standard approved laboratory.

SPIRITS (WHISKY/BRANDY/RUM/ GIN/ VODKA /WINE)

COMPANY NAME & COMPANY ADDRESS (SUB-LESSEE)

DATE:-

CHEMICAL ANALYSIS REPORT

Brand Name Sample/ Size.....

Batch No..... Date

Vat NoDate of Sample Drawn.....

Analysis Date.....

Lab Analysis Report

S.No.	Characteristics	Results observed in sample
1.	General Property	
2.	Base Of Liquor - ENA	
3.	Ethyl Alcohol Content % v/v	
4.	Volatile Acids as Acetic Acid (gms/100 lts. of Absolute Alcohol Max.)	
5.	Higher Alcohol as Amyl Alcohol (gms/100 lts of Absolute Alcohol Max)	
6.	Esters as Ethyl Acetate (gms/100 lts of Absolute Alcohol Min.)	
7.	Aldehydes as Acetaldehyde (gms/100 lts of Absolute Alcohol Max.)	

Remarks:-

1/ The Sample of ----- analyzed complies with IS: -----

2/ It is certified that the sample of ----- is fit for human consumption.

Officer in charge.

Chief Chemist/Chemist

MALT (Malt)

COMPANY NAME & COMPANY ADDRESS (SUB-LESSEE)

DATE:-

CHEMICAL ANALYSIS REPORT

Brand NameSample/ Size

Batch No.Date

LAB Analysis Report:

S.No.	Characteristics	Results observed in sample
1	Brand Name	
2	Base of Malt	
3	Batch No	
4	Date of sample Drawn	
5	Analysis Date	
6	Alcohol Strength % (V/v)	
7	pH	
8	Percentage of CO ₂	

The Above Malt is fit for Human consumption.

Officer in charge

Chief Chemist/Chemist

- K (i) Malt stored in CSBCL Godowns shall be invariably destroyed in the presence of competent authority after the expiry of “**Best Before.....**” period.

4. **TERMS OF PAYMENT:** The terms for making payment for the Foreign liquor purchased in terms of the Agreement shall be as follows:

- 4.1 Damages to the stock at Godowns as a result of any negligence of the supplier or the transporter (viz. hairline crack in bottle resulting in evaporation of content, actual quantity filled being lesser than declared quantity, damage due to poor packing etc.) would be debited to the account of the supplier. Decision of CSBCL in this regard will be final and binding on the supplier.
- 4.2 (a) CSBCL shall pay the supplier only for the stock sold to the retailer. Payments will be calculated on the stock sold in every 10 days. The supplier shall raise bills after 10th, 20th and last day of the month to CSBCL which will be payable by CSBCL respectively by 20th of the month, last day of the month and 10th day of the next month respectively. CSBCL in turn shall raise invoice to CSMCL immediately on receipt of bills from the supplier. CSMCL shall make payment to CSBCL well in advance (i.e. before 20th of the month, last day of the month and 10th day of the next month respectively).

CSMCL may raise an invoice for any dues against the suppliers, like demurrages etc. to CSBCL at the end of every month. CSBCL shall deduct any such dues as claimed by CSMCL, from the bills of the supplier(s) and remit the same to CSMCL.

(b) Stock held for sale shall not be eligible for any payment. The payment will be credited in supplier's account. In case of online

payment the supplier has to submit following information with rate offer in supplier's letterhead.

- Name and Branch of the beneficiary bank.
- Name of the beneficiary.
- Account number of the beneficiary.
- The IFSC code of the beneficiary branch.

4.3 The supplier shall raise invoice of the stock delivered and accepted at the Godown of CSBCL. The invoice raised should strictly adhere to description and consolidated rate mentioned in purchase order.

4.4 In the event where CSBCL is unable to re-sale 25% or more of the said Stock, within a period of 180 days, then such Stock (barring FMFL and those IMFL with landing price of Rs.8,651 and above) will be treated as non-moving/slow moving Stock and CSBCL will direct the Supplier to take back the unsold portion of such Stock from the Godown of CSBCL. The entire expenditure for taking back such Stock shall be borne by the Supplier. In such event no purchase of such Stock has been made by CSBCL and no right of sale shall accrue to the Supplier for such unsold Stock.

4.5 In terms of the provisions of paragraph 4.4 of the Agreement, in the situation wherein the Supplier does not take back the delivery of the Stock within a period of 30 days from the date of communication to take back the Stock, CSBCL shall be at liberty to destroy such unsold Stock after approval of Excise Commissioner or take such any action as deemed appropriate in the facts and circumstances of the case. CSBCL shall not be liable to pay for such Stock as may be destroyed or disposed off in terms of the provision of this paragraph. Excise Duty/CVD on slow moving/ non moving stock shall not be refunded to the supplier(s) by the department.

- 4.6 Any loss incurred on stock lying at CSBCL Godowns of brands/labels due to price reduction shall be to the account of the supplier/manufacturer. Loss on account of price decrease shall be calculated based on the quantity of stock in hand and the price differential as on day the price change is taking effect. The loss so calculated would be debited in the account of supplier. Any Gain due to such price change shall be recovered by CSBCL and deposited in Government exchequer.

5. **OTHER CONDITIONS FOR PURCHASE:**

The supplier should abide by the provisions of Chhattisgarh Excise Act 1915 and rules made there under in force from time to time and any other relevant enactment like the Standards of Weights & Measures Act 1976/(Enforcement) Act 1986/and Packed Commodities Rules, 1977 etc. The supplier is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of the failure to comply with various rules shall be the sole responsibility of the supplier. Any losses/damages suffered by CSBCL due to the lapse on the part of the supplier for not complying with any of the rules will be made good by the supplier.

6. **MISCELLANEOUS PROVISIONS:** The following provisions shall also constitute part of this Agreement.

A. Currency of Agreement

- 6.1 This Agreement comes into force with immediate effect and shall remain valid till 31 March, 2026.

B. Prejudicial Act

- 6.2 If during the currency of the Agreement the supplier or any of his representatives, workers or agents are found to be indulging in any activity which directly or indirectly is prejudicial to the interests of Excise Department, Excise Commissioner shall, without prejudice to other

remedies available under law for the time being in force, have the right to terminate the Agreement forthwith, forfeit the security deposit and such other amounts as may be lying with Excise Department, besides initiating any other appropriate action. All losses that may be incurred by Excise Department in this regard shall be recoverable from the supplier.

- 6.3 Excise Commissioner reserves the right to terminate the rate contract with one month's notice without assigning any reason.
- 6.4 The Terms & Conditions as spelt out in this document shall be subject to any change in any law in force or any policies of Union & State Government from time to time. The suppliers shall be bound by such change and no compensation or any form of rebate shall be given to the supplier.
- 6.5 In the event if it is found that the Supplier has supplied any incorrect information at the time of making the offer for sale or has indulged in mis-declaring or suppressing any information, Excise Commissioner shall be entitled to terminate the Agreement, forfeit the security deposit and black-list the Supplier.
- 6.6 The Pre-Integrity pact shall be signed between the supplier and Excise Department (Annexure "F").

Fall clause:- If at any point of time the supplier quotes lower EDP in any of the adjoining States (as per clause 5(d) of Terms and Conditions) or other States (as per clause 5(e) of terms and conditions), the lowest EDP will be the EDP for Chhattisgarh and the difference will be treated as revenue of the Government and which shall be collected and deposited by CSBCL in Government exchequer.

C. Assignment of rights and liabilities

- 6.6 The Agreement and the rights and liabilities arising there under cannot be assigned by the parties to third persons.

D. Non-waiver

- 6.7 The failure of the Excise Department/ CSBCL to insist upon strict performance of any of the terms and conditions under the Agreement or failure of delay in exercising any rights or remedies provided herein or by or under the law for the time being in force and the acceptance or payment for any Stock shall not be deemed / considered to be a waiver of any rights of the Excise Department/ CSBCL and shall not amount to absolving the Supplier from any warranties or obligations under the Agreement or under the law for the time being in force.

E. Modification of the Agreement

- 6.8 The Excise Commissioner, Chhattisgarh shall have the right to modify the terms of the Agreement subject to the consent of the Supplier.

F. Forum for legal proceedings

- 6.9 The parties herein agree to submit all claims, disputes or differences whatsoever which may at any time hereafter arise between the parties hereto concerning this Agreement or its construction or effect or as to the rights, duties, obligations or liabilities of the parties hereto or either of them under or by virtue of or in connection with this Agreement or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement to the exclusive jurisdiction of the courts at Raipur.

G. Agreement with CSBCL

- 6.10 The supplier shall sign an agreement with CSBCL, regarding the supply, storage, payments or other pertinent matters within a period of 15 days from the approval of Landing Prices, failing which, CSBCL shall report to the Excise Commissioner, who in turn, after satisfaction, may cancel the rate offer of the supplier. The conditions of the agreement shall be provided to the supplier(s) separately by CSBCL.

H. Inspection

- 6.11 Excise Commissioner or his authorized representative shall have right to inspect, test and expedite supply or get inspected, tested and expedited the supply of goods at works of the supplier or at any other place as decided by Excise Commissioner.

I. Penalty

- 6.12 On violation of any provisions of Chhattisgarh Excise Act 1915, rules made there under, any instructions of the Government, Excise Commissioner, MD (CSBCL), MD (CSMCL), provisions of the rate offer, a penalty of up to Rs. 1,00,000/- (Rupees One Lakh) may be imposed by the Excise Commissioner on the supplier. In case of repetition of such violation, a penalty of up to Rs. 3,00,000/-(Rupees Three Lakhs) may be imposed by the Excise Commissioner.

J. Appeal/Review/Revision

- 6.13 **Appeal:** The supplier can appeal against any order passed against it by Collector/ CSMCL/CSBCL before Excise Commissioner within stipulated time.

The supplier can file second appeal with Secretary Excise, Government of Chhattisgarh against order passed by Excise Commissioner. The order/ decision passed by Secretary Excise, Government of Chhattisgarh shall be final.

Review: Collector/ CSMCL/CSBCL/ Excise Commissioner/ Secretary Excise may suo moto review its order.

Revision: Collector/ CSMCL/CSBCL/ Excise Commissioner/ Secretary Excise may review its order if application to that effect is received by the supplier.

K. Annexure

6.14 All annexures shall be part and parcel of this agreement.

(Authorized Signatory)

On behalf of
Supplier

Witnesses (Name & Address)

(1) _____

(2) _____

(Authorized Signatory)

Excise Commissioner
Chhattisgarh/Officer Authorized

Signature

()

()

Annexure –A	Application Form.
Annexure -B	Certificate of sale / export outside Chhattisgarh.
Annexure -C	General Instructions for filling and for submission of rate offer.
Annexure -D	Agreement for Sale of Foreign Liquor.
Annexure -E	Purchase Order format.
Annexure -F	Pre-Contract Integrity Pact.
Annexure -G	Sample Bottle Specification
Annexure -H(i)	EDP for adjoining States.
Annexure -H(ii)	EDP for States/UT in case label(s) are not supplied in adjoining States.
Annexure - H(iii)	EDP for new labels (IMFL/Beer) registered in CG and supplied in at least 05 States/UT.
Annexure- I	Cost sheet.
Annexure -J	Affidavit.
Annexure -K	Rate Offer.

ANNEXURE-E

PURCHASE ORDER

M/s..... holding a license of manufacture/supply have been permitted to supply FMFL/IMFL/Malt for the period of to Godown of CSBCL under the agreement for sale of Foreign Liquor executed for 2025-26 by the supplier. The quantity of which are given below:-

Name of Godown	Brand/ Label	Sprit (No. of cases)				Malt (No. of Cases)			
		1000 ml	750 ml	375ml	180 ml	650 ml	500 ml	325 ml	330 ml

The Conditions of this Purchase Order are :-

- (1) The Purchase Order shall be valid fromto..... Godown.
- (2) That the supplier shall obtain No Objection Certificate or Transport permit from the authorized Excise authority.
- (3) That the supplier shall execute bond for removal of Non-duty paid foreign liquor from his licensed premises to the prescribed Godown of CSBCL.

- (4) That the supplier shall deliver foreign liquor to the Officer In-charge of the Godown of CSBCL during the validity period mentioned in the import pass /transport permit, failing which he shall pay the prescribed duty at the prevalent rate on the Quantity of foreign liquor not delivered.

(Approved by MD, CSBCL)

General Manager,
Chhattisgarh State Beverages
Corporation Ltd. Raipur

Endt.No./C.S.B.C./2025-26/

Raipur, dated

.....

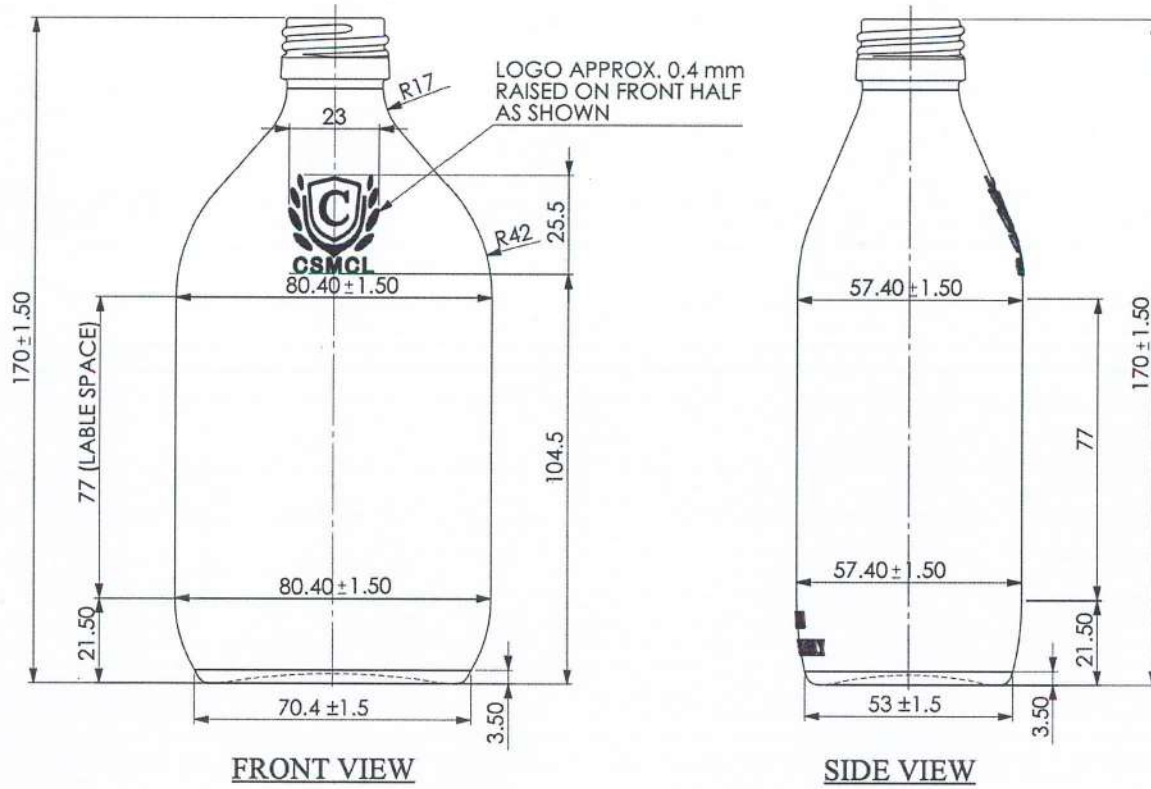
Copy to :-

1. The Chairman, Chhattisgarh State Beverages Corporation Ltd. Raipur.
2. Excise Commissioner, Chhattisgarh, Raipur.
3. Deputy Commissioner/Assistant Commissioner Excise,
Raipur/Bilaspur/Durg Chhattisgarh for information and necessary action.
4. Officer In charge of theGodown of
Chhattisgarh State Beverages Corporation Ltd. Raipur.
5.
Manufacturer/supplier Company for information and necessary action.

General Manager,
Chhattisgarh State Beverages
Corporation Ltd. Raipur

ANNEXURE G

Sample Bottle Specification For Supply Of IMFL Manufactured In Chhattisgarh
For Sale In Chhattisgarh Under Fixed Minimum Duty Slab



ANNEXURE-H (i)

DECLARATION OF DISTILLERY/BREWRY/WINERY/BOTTLING PLANT

(Separate Declaration for Each Brand)

1. I -----Son of Shri----- Aged----- year resident of -----
----- the Managing Director /Secretary/Proprietor/Partner of
M/S ----- (Name of
distillery/winery/brewery/bottling plant and its address) solemnly affirm and
declare that the following brand of IMFL/Malt/Wine is marketed at the
following Ex-Distillery Price(EDP)/ Ex-Factory Price (EFP):

A. Name of the Brand /Label -----

(Separate Para /chart for each brand)

B. Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./----- Date -----

EDP/EFP for Chhattisgarh and the adjoining States during current year

S.No.	Name of State	Year 2025-26			
		PACK SIZE*			
1	Andhra Pradesh				
2	Chhattisgarh				
3	Jharkhand				
4	Madhya Pradesh				
5	Maharashtra				
6	Orissa				
7	Uttar Pradesh				
8	Telangana				

* EDP of all pack size to be quoted separately.

** In Case the brand is not being sold in any State /UT, please mention “not offered” (Complete details of supplies made to all state should be indicated)

*** **The above Annexure should also be submitted in USB Flash drive in Excel Sheet.**

(Authorized Signatory)

On behalf of
Supplier

ANNEXURE-H (ii)

DECLARATION OF DISTILLERY/BREWRY/WINERY/BOTTLING PLANT

(Separate Declaration for Each Brand)

1. I -----Son of Shri----- Aged----- year resident of -----
----- the Managing Director /Secretary/Proprietor/Partner of
M/S ----- (Name of
distillery/winery/brewery/bottling plant and its address) solemnly affirm and
declare that the following brand of IMFL/Malt is marketed at the following Ex-
Distillery Price(EDP)/ Ex-Factory Price (EFP):

A. Name of the Brand /Label -----

(Separate Para /chart for each brand)

B. Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./-----

Date -----

EDP/EFP for **the States/UT other than adjoining States** during current FY.

S.No.	Name of State	Year 2025-26		
		PACK SIZE*		
1				
2				
3				
4				
5				
6				
7				
8				

- * EDP of all pack size to be quoted separately.
- *** In Case the brand is not being sold in any State /UT, please mentioned
“not offered”
- *** **The above Annexure should also be submitted in USB Flash drive
In Excel Sheet.**

(Authorized Signatory)

On behalf of
Supplier

ANNEXURE-H (iii)

DECLARATION OF DISTILLERY/BREWERY/WINERY/BOTTLING PLANT

(Separate Declaration for Each Brand)

1. I -----Son of Shri----- Aged----- year resident of -----
----- the Managing Director /secretary/Proprietor/Partner of
M/S ----- (Name of
distillery/winery/brewery/bottling plant and its address) solemnly affirm and
declare that the following brand of IMFL/Malt is marketed at the following Ex-
Distillery Price(EDP)/ Ex-Factory Price (EFP):

A. Name of the Brand /Label -----

(Separate Para /chart for each brand)

B. Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./----- Date -----

EDP/EFP for the new labels registered with Excise Commissioner,
Chhattisgarh during FY 2025-26 supplied to at least 05 States/UTs during
current FY.

S.No.	Name of State	Year 2025-26		
		PACK SIZE*		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

- * EDP of all pack size to be quoted separately.
- *** In Case the new label is not being supplied in any State /UT, please mention “not offered”
- *** **The above Annexure should also be submitted in USB Flash drive in Excel Sheet.**

(Authorized Signatory)

On behalf of
Supplier

ANNEXURE-I**COST SHEET OF LIQUOR BRANDS****Part-A****In Case of supply from Manufacturers within State**

- 1/ Name of brand/label :- -----
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh :-

Brand/Label No./-----	Date -----			
Particulars	Within State			
	Pack Size *			
Ex. Distillery Price (EDP)*				
Add:				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading expenses				
Transit Insurance				
Any other taxes/ duties (if applicable)** which is not covered above (with details)				
Landing Price without Excise Duty(A)				
Excise Duty on (A)				
Landing Price to CSBCL for FY 2025-26				

* EDP/EDP of all pack size to be quoted separately.

** Please submit the relevant documentary proof of any taxes/duties/fees included in cost sheet above.

*** The above Annexure should also be submitted in USB Flash drive in Excel Sheet.

**** The cost sheet of each label has to be duly attested by the Cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet are correct and reasonable.

(Authorized Signatory)

On behalf of
Supplier

//DECLARATION//

The expenses quoted in the above cost –sheet is correct and reasonable.

(Cost Accountant/Chartered Accountant)

Registration no.:-

Name of firm & Correspondence

Address:-

COST SHEET OF LIQUOR BRANDS

Part-B

In Case of supply from Manufacturers Outside the State

- 1/ Name of brand/label :- -----
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh :-

Brand/Label No./-----	Date -----			
Particulars	Outside State			
	Pack Size *			
Ex. Distillery Price (EDP)*				
Add:				
Export Fees (inclusive of GST, if applicable)				
Import Fees (inclusive GST, if applicable)				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading expenses				
Transit Insurance				
Any other taxes/ duties (if applicable) which is not covered above (Central/ State with details)**				
Landing Price without CVD (A)				
Countervailing Duty (CVD) on(A)				
Landing Price to CSBCL for FY 2025-26				

* EDP/EDP of all pack size to be quoted separately.

** Please submit the relevant documentary proof of any taxes/duties/fees included in cost sheet above.

*** The above Annexure should also be submitted in USB Flash drive in Excel Sheet.

**** The cost sheet of each label has to be duly attested by the Cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet are correct and reasonable

(Authorized Signatory)
On behalf of
Supplier

//DECLARATION//

The expenses quoted in the above cost – sheet is correct and reasonable.

(Cost Accountant/Chartered Accountant)

Registration no.:-

Name of firm & Correspondence

Address:-

COST SHEET OF LIQUOR BRANDS

Part-C

In Case of supply Imported from outside country after payment of custom duty

- 1/ Name of brand/label :-
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh :-

Brand/Label No./-----	Date -----			
Particulars	Outside Country			
	Pack Size *			
Import Price				
Add:				
Custom Duty				
Any other taxes/ duties / expenses not covered elsewhere				
Ex. Distillery Price (EDP)*				
Add:				
Export Fees (inclusive of GST, if applicable)				
Import Fees (inclusive GST, if applicable)				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading exp				
Transit Insurance				
Any other taxes/ duties (if applicable) which is not covered above (central/ State with details)**				
Landing Price without CVD (A)				
Countervailing Duty (CVD) on (A)				
Landing Price to CSBCL for FY 2025-26				

* EDP of all pack size to be quoted separately.

** Please submit the relevant documentary proof of any taxes/duties/fees included in cost sheet above.

*** The above Annexure should also be submitted in USB Flash drive in Excel Sheet.

**** The cost sheet of each label has to be duly attested by the Cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet is correct and reasonable.

(Authorized Signatory)
On behalf of
Supplier

//DECLARATION//

The expenses quoted in the above cost-sheet are correct and reasonable.

(Cost Accountant/Chartered Accountant)

Registration no.:-

Name of firm& Correspondence

Address:-

ANNEXURE-J

//AFFIDAVIT//

(On Stamp of Rs. 100/-)

I -----son of Shri ----- Aged----- years,
resident of ----- the Managing Director /Chief Executive
Officer/Proprietor/Partner/ Power of attorney/ Authorized signatory of M/S -----
------(Name of Manufacturer/Supplier and its
address) solemnly affirm and declare that the Ex-Distillery Price(EDP)/ Ex-Factory
Price (EFP) quoted by me for the label(s) ----- is lowest to that
quoted in adjoining States/ in other States/UTs(as applicable) for the financial year
2025-26.

That, I have gone through all the terms and conditions of the rate offer and agree to
abide by it.

That, all the information provided by me are correct to the best of my knowledge.

Deponent

Verification

I, the above-named deponent, do hereby verify that the above contents
are true to the best of my knowledge and belief and that nothing has
been concealed there from.

Deponent

ANNEXURE-K

RATE OFFER FORMAT

FOR (Freight on Receipt) rates for Brand/labels to be supplied to CSBCL.

NAME OF THE MANUFACTURER/ SUPPLIER:

NAME OF THE BOTTLING PLANT:

LANDING PRICES WITH E.D.P./E.F.P. FOR 2025-26

Brand Name	Label Name	Glass/Can (for Beer)	Pack Size	No. of bottles	Strength PL/BL	Strength V/V	Whether the rate of product was approved by Excise Commissioner in the previous year. Yes/No.	Whether the label has been registered/renewed with Excise Commissioner, Chhattisgarh Yes/No. If so furnish Regn. No.	EDP/ EFP	Landing price without Excise Duty/ Countervailing Duty (CVD)	Excise Duty/ CVD for Spirit / Malt as applicable	Final Landing Price
1	2	3	4	5	6	7	8	9	10	11	12	13 (11+12)

Note:- The above Annexure -K should also be submitted in USB Flash drive in ExcelSheet.

I declare that the information furnished above is true and correct.

Signature of Chief Executive Officer/
Power of Attorney holder/ Authorized
Signatory

Place :

Name :

Date :

Designation :

Address :

Seal

ANNEXURE F**PRE-CONTRACT INTEGRITY PACT**

(To be submitted on non-Judicial Stamp Paper of value in accordance with provisions of Stamp Act)

1. GENERAL

1.1. This pre-contract Agreement (herein after called the Integrity Pact) is made onday of the month 20..... between, the Government of Chhattisgarh acting through Shri/Sushri..... (Designation of the Officer, Department) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s represented by Shri/SushriChief Executive Officer (hereinafter called the "BIDDER/BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to: -

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BUYERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary

disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Service Provider/ Authorized government sponsored export entity of the stores and has not

engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other

company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India/Chhattisgarh or any Government Department in India/Chhattisgarh that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY & SECURITY DEPOSIT

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as EMD/Security Deposit, with the BUYER through any of the following instruments:

(i) EMD through Bank Draft in favour of Managing Director CSMCL, RAIPUR payable at RAIPUR

(ii) Security Deposit in form of Bank as per Clauses of tender document.

6.2. The EMD/Security Deposit shall be deposited up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. No interest shall be payable by the BUYER to the BIDDER on EMD/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) To forfeit fully or partially the EMD (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes, for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/services/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh/State run PSU/Anywhere in India and if it is found at any stage that similar product/services/systems or sub systems was/are supplied by the BIDDER to any other Department of the Government of Chhattisgarh/State run PSU/Anywhere in India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BUYER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/Manager in the Corporation/within 8 to 10 weeks from the date of

reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat/venue at Raipur, Chhattisgarh.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/BIDDER whichever is later. In case BIDDER is unsuccessful in the rate offer, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact
at.....on.....

BUYER SIGNATURE**Name of the Officer****Designation****Department/ PSU****Witnesses**

1).....

.....

2).....

.....

BIDDER SIGNATURE**Proprietor/Partner/****Chief Executive****Witnesses**

1).....

.....

2).....

.....